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July 19, 2002

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SC PUBLIC SERVICE
COMMISSION

Mr. Gary E. Walsh, Executive Director
South Carolina Public Service Commission
Synergy Business Park
101 Executive Center Drive
Post Office Drawer 11649
Columbia, South Carolina 29210

In Re: Master Interconnection and Resale Agreement Between United Telephone Company
of The Carolinas and Progress Telecom Corporation.

Dear Mr. Walsh:

Pursuant to Section 252 (e) of the Telecommunications Act of 1996, United Telephone Company of the Carolinas ("United") and Progress Telecom Corporation ("PTC"), hereby submit their Master Interconnection and Resale Agreement with an Effective Date of July 1, 2002, for approval by the South Carolina Public Service Commission. It should be noted that PTC has chosen to opt-in to an existing agreement between United and Premiere Network Services. This agreement was approved by the Commission on November 6, 2001, in Docket No. 2001-456-C.

Despite the Commission's previous approval of the underlying agreement, which PTC has opted-into, Section 252 (e) of the Act provides that the Commission shall approve or reject the Agreement between United and PTC within 90 days after its submission. The Act provides that the Commission may reject an Agreement if the Commission finds that the Agreement or any portion discriminates against a telecommunications carrier not party to the Agreement or that implementation of the Agreement or any portion would not be in the public interest. United and PTC believe that neither of the foregoing conditions exist with respect to the Agreement they have entered into. Accordingly, United and PTC respectfully request that the Commission approve this Agreement.

Under cover of this letter, a copy of the Agreement is being served upon PTC and upon the Consumer Advocate.

United Telephone Company of the Carolinas is represented by Mr. Scott Elliott, Elliott & Elliott, P.A., 721 Olive Street, Columbia, South Carolina 29205 (803-771-0555) in this matter. Please contact either Mr. Elliott or me if there are any questions.

Sincerely yours,

H. Edward Phillips, III

H. Edward Phillips, III

HEP:cwm
Enclosures

Mr. Gary E. Walsh
July 19, 2002
Page Two

Copy: Ms. Cathy J. Quinn
Progress Telecom Corporation
263 13th Avenue South
Mail Code BB2-3
St. Petersburg, Florida 33701

Mr. Elliott F. Elam, Jr., Staff Attorney
South Carolina Department of Consumer Affairs
2801 Devine Street
Post Office Box 5757
Columbia, South Carolina 29250-5757

Mr. Scott Elliott, Attorney at Law
Elliott & Elliott, P.A.
721 Olive Street
Columbia, South Carolina 29205

Mr. Martin H. Boccock, Jr., Director Governmental Affairs SC
Sprint/United Telephone Company of the Carolinas
1122 Lady Street, Suite 1050
Columbia, South Carolina 29201

Ms. Cheryl Sweitzer, Manager-Regulatory Affairs SC
Sprint Mid-Atlantic Telecom
14111 Capital Boulevard
Wake Forest, North Carolina 27587-5900

Mr. Donald O. Horton, Field Service Manager
Sprint Mid-Atlantic Telecom
14111 Capital Boulevard
Wake Forest, North Carolina 27587-5900

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between Progress Telecom Corporation ("CLEC") and United Telephone Company of the Carolinas ("Sprint"), herein collectively, "the Parties", is entered into and effective this 1st day of July, 2002 for the State of South Carolina.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of South Carolina entered into by and between Sprint and Premiere Network Services, including any amendments entered into as of the date hereof (the "Adopted Agreement"), amended as follows:

TERM:

This Agreement shall be in force for the period commencing with the date set forth above and continuing until the 29th of September, 2003.

CONDITIONS:

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On May 24, 2002, the D.C. Circuit Court of Appeals issued its opinion in U. S. Telecom Assn. V. FCC, No. 00-1012, vacating the FCC's order In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98, 14 FCC Rcd 20912 (1999). Notwithstanding any other provisions in this Agreement, Sprint reserves its right to renegotiate any provisions of this Agreement affected by the D.C. Circuit Court decision after the effective date of the decision.

NOTICES:

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To: Cathy J. Quinn
Progress Telecom Corporation
263 13th Ave. South
Mail Code BB2-3
St. Petersburg, FL 33701
727-820-5611 (T)
727-820-5973 (F)
Cquinn@progresstelecom.com

To Sprint: Director – Local Carrier Services
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251

PARTIES

CLEC is hereby substituted in the Adopted Agreement for Premiere Network Services and Sprint shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

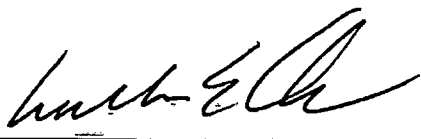
"SPRINT"

"CLEC"

United Telephone Company of
the Carolinas

Progress Telecom Corporation

By: _____



By: _____



Name: William E. Cheek

Name: Elizabeth A. Walker

Title: President Wholesale Markets

Title: Vice President Customer Service
Delivery and Network Operations

Date: _____

7/1/02

Date: _____

6/28/02

Lacoste, David

From: Charmin.W.Medlin@mail.sprint.com
Sent: Friday, July 12, 2002 10:52 AM
To: Lacoste, David; Walsh, Gary
Cc: Martin.H.Becock@mail.sprint.com; elam@dca.state.sc.us; Donald.Horton@mail.sprint.com; Edward.Phillips@mail.sprint.com; Cheryl.Sweitzer@mail.sprint.com
Subject: Approval Requested for Master Interconnection and Resale Agreement

Please find attached the Master Interconnection and Resale Agreement between United Telephone of the Carolinas and Alternative Phone, Inc. with an effective date of July 15, 2002.

Please don't hesitate to contact me if you have any questions. Thanks!

Charmin W. Medlin
Sprint Regulatory Affairs
919/554-7616

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